

**Objection Deadline: October 29, 2021 at 4:00 PM (prevailing Eastern Time)**

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*Counsel to the Debtors  
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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re

LATAM Airlines Group S.A., *et al.*,  
  
Debtors.<sup>1</sup>

Chapter 11

Case No.: 20-11254 (JLG)

Jointly Administered

**Related Docket No. 1109**

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (as applicable), are: LATAM Airlines Group S.A. (59-2605885); Lan Cargo S.A. (98-0058786); Transporte Aéreo S.A. (96-9512807); Inversiones Lan S.A. (96-5758100); Technical Training LATAM S.A. (96-847880K); LATAM Travel Chile II S.A. (76-2628945); Lan Pax Group S.A. (96-9696800); Fast Air Almacenes de Carga S.A. (96-6315202); Línea Aérea Carguera de Colombia S.A. (26-4065780); Aerovías de Integración Regional S.A. (98-0640393); LATAM Finance Ltd. (N/A); LATAM-Airlines Ecuador S.A. (98-0383677); Professional Airline Cargo Services, LLC (35-2639894); Cargo Handling Airport Services LLC (30-1133972); Maintenance Service Experts LLC (30-1130248); Lan Cargo Repair Station LLC (83-0460010); Prime Airport Services, Inc. (59-1934486); Professional Airline Maintenance Services LLC (37-1910216); Connecta Corporation (20-5157324); Peuco Finance Ltd. (N/A); Latam Airlines Perú S.A. (52-2195500); Inversiones Aéreas S.A. (N/A); Holdco Colombia II SpA (76-9310053); Holdco Colombia I SpA (76-9336885); Holdco Ecuador S.A. (76-3884082); Lan Cargo Inversiones S.A. (96-9696908); Lan Cargo Overseas Ltd. (85-7752959); Mas Investment Ltd. (85-7753009); Professional Airlines Services Inc. (65-0623014); Piquero Leasing Limited (N/A); TAM S.A. (N/A); TAM Linhas Aéreas S.A. (65-0773334); ABSA Aerolinhas Brasileiras S.A. (98-0177579); Prismah Fidelidade Ltda. (N/A); Fidelidade Viagens e Turismo S.A. (27-2563952); TP Franchising Ltda. (N/A); Holdco I S.A. (76-1530348) and Multiplus Corretora de Seguros Ltda. (N/A). For the purpose of these Chapter 11 Cases, the service address for the Debtors is: 6500 NW 22nd Street Miami, FL 33131.

**FIRST NOTICE OF REJECTION OF  
CERTAIN UNEXPIRED AIRCRAFT ENGINE AGREEMENTS  
AND THE ABANDONMENT OF CERTAIN RELATED ASSETS**

**THIS NOTICE AFFECTS YOUR RIGHTS**  
**IN ACCORDANCE WITH RULE 6006 OF THE FEDERAL RULES OF  
BANKRUPTCY PROCEDURE AND RULES 6006-1 AND 6007-1 OF THE  
LOCAL BANKRUPTCY RULES FOR THE SOUTHERN DISTRICT OF NEW YORK**  
**LOCATE YOUR NAME AND THE AFFECTED AGREEMENT IN THIS NOTICE**

**PLEASE TAKE NOTICE** that on September 27, 2020, the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) entered an order (ECF No. 1109, the “Order”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) of LATAM Airlines Group S.A. and certain of its affiliated entities, as debtors and debtors-in-possession (collectively, the “Debtors”), (i) approving procedures (the “Aircraft Rejection Procedures”) for the rejection of certain unexpired aircraft lease agreements (“Aircraft Lease Agreements”) and Aircraft Engine Agreements (defined below), (ii) authorizing the abandonment of certain related property (the “Excess Equipment”) and (iii) granting related relief.

**PLEASE TAKE FURTHER NOTICE** that pursuant to the terms of the Order, the Debtors hereby provide notice of their intent to reject the engine lease agreements and corresponding engine sublease agreements with the counterparties referenced herein in connection with the aircraft engines referenced herein (each an “Agreement” and together, the “Aircraft Engine Agreements”). Pursuant to the terms of the Order, unless a written objection is filed and served in accordance with the terms of the Order, the Aircraft Engine Agreements will be rejected pursuant to 11 U.S.C. § 365(a), effective as of the effective date set forth below (the “Effective Rejection Date”), with each counterparty to such Aircraft Engine Agreements being bound by such rejection in accordance with these procedures.

**PLEASE TAKE FURTHER NOTICE** that objections, if any, to this Notice must be filed and served so that such objection is filed with the Bankruptcy Court and actually received by the following parties by first-class mail, email<sup>2</sup> or facsimile no later than fourteen calendar days after the date that this Notice is received: (a) the Debtors’ counsel, Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, NY 10006, Attn: Richard J. Cooper, Esq., Lisa M Schweitzer, Esq. and Luke A. Barefoot, Esq.; (b) the non-debtor counterparty or counterparties to such Agreement and any counsel of record; (c) the United States Trustee, 201 Varick Street, Room 1006, New York, New York 10014, Attn: Brian Masumoto, Esq.; (d) counsel to the UCC, Dechert LLP, Three Bryant Park, 1095 Avenue of the Americas, New York, New York, 10036-6797, Attn: Allan Brilliant, Esq. and Craig Druehl, Esq. and (e) counsel to the Ad Hoc Group, White & Case LLP, 1221 Avenue of the Americas, New York, New York, 10020, Attn: John K. Cunningham, Esq. (collectively, the “Objection Notice Parties”); *provided, however*, that to the extent that any Objection Notice Parties (other than the Debtors) receive Case Management/Electronic Case Filing (“CM/ECF”) notices, the filing of any such objection(s)

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<sup>2</sup> For the Debtors, notices should be sent to the following email: lschweitzer@cgsh.com.

through the CM/ECF electronic filing system shall satisfy the foregoing service requirements for such non-Debtor Objection Notice Parties.

**PLEASE TAKE FURTHER NOTICE** that if an objection to this Notice is timely filed and served, the Debtors shall seek a hearing on such objection, file their reply on or before three (3) calendar days prior to the date of the applicable hearing and provide at least five (5) calendar days' notice of such hearing to the objecting party and the Notice Parties as defined in the Order. If such objection is overruled by the Court or withdrawn, the rejection of the Agreement(s) shall be deemed effective: (a) as of the Effective Rejection Date; (b) as of such other date to which the Debtors and the counterparty to such Agreement(s) have agreed or (c) as otherwise determined by the Court as set forth in any order overruling such objection.

**PLEASE TAKE FURTHER NOTICE** that pursuant to the terms of the Order, the non-debtor counterparty or counterparties to any associated rejected Aircraft Lease Agreements or Aircraft Engine Agreements or with an interest in Excess Equipment that is abandoned hereunder may apply any security deposit and/or maintenance reserves held by such non-debtor counterparty or counterparties to the extent permitted by and in accordance with the terms of the associated Aircraft Lease Agreements, Aircraft Engine Agreements or related operative documents against obligations and claims of the relevant Debtors thereunder, *provided that* both (i) prior to any such application that such non-debtor counterparty or counterparties provide at least ten (10) business days' notice to the respective counsel for each of the Debtors and the Creditors' Committee (by email) and (ii) regardless of whether an objection is asserted or other relief is sought by the Debtors within the ten (10) business days, the Debtors' and any other party in interest's (Y) right to challenge at any time during these Chapter 11 cases any application of any such security deposit and/or maintenance reserve and (Z) defenses and/or objections, as applicable, with respect thereto, are fully reserved and preserved.

**PLEASE TAKE FURTHER NOTICE** that pursuant to the terms of the Order, for any claim that you may assert against the Debtors as a result of the rejection of any Aircraft Lease Agreement or Aircraft Engine Agreement or abandonment of any Excess Equipment, you must submit a proof of claim for damages arising from such rejection or abandonment on or before the later of (i) thirty-five (35) calendar days from the applicable effective rejection or abandonment date of the Aircraft Lease Agreement(s), Aircraft Engine Agreement(s), or Excess Equipment (if determined in accordance with paragraph 1(d) no objection is timely filed); or (ii) thirty (30) calendar days from entry of an applicable order of this Court (if an objection is timely filed and resolved in accordance with paragraph 1(e) of these Aircraft Rejection Procedures). Any non-debtor party to a rejected Agreement who fails to file a proof of claim in compliance with the procedures detailed in this paragraph shall be forever barred from asserting a claim for rejection damages and from participating in any distributions that may be made in connection with these Chapter 11 Cases.

Dated: October 15, 2021  
New York, New York

/s/ Lisa M. Schweitzer

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*and*

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*Counsel to the Debtors  
And Debtors-in-Possession*

**AIRCRAFT ENGINE AGREEMENTS TO BE REJECTED**

Lessee, Sublessee	Notice Parties	Engine Mfr., Model, Serial No. (ESN)	Location of Engine <sup>3</sup>	Effective Date of Rejection
LATAM Airlines Group S.A.  TAM Linhas Aéreas S.A.	<p><b>Lessor:</b></p> <p>RRPF Engine Leasing Limited 62 Buckingham Gate London SW1E 6AT United Kingdom Attn: Bobby Janagan Email: bobby.janagan@rolls-royce.com Tel: +447966878224</p> <p>RRPF Engine Leasing Limited 1 Brewer's Green London, SW1H 0RH, UK Attn: Maria Urtseva</p> <p>Rolls-Royce &amp; Partners Finance Limited 62 Buckingham Gate London SW1E 6AT United Kingdom Attn: Bobby Janagan Email: bobby.janagan@rolls-royce.com Tel: +447966878224</p> <p><b>Counsel:</b></p> <p>Barnes &amp; Thornburg LLP 11 S. Meridian Street Indianapolis, Indiana 46204 Attn: Jonathan Sundheimer Email: jsundheimer@btlaw.com Tel: 317-231-7319</p>	Rolls-Royce plc  Trent XWB-84K  ESN 21214	GRU	November 1, 2021

<sup>3</sup> IATA Airport Codes: São Paulo–Guarulhos International Airport, Brazil (“GRU”); Arturo Merino Benítez International Airport, Chile (“SCL”); Rio de Janeiro–Antonio Carlos Jobim/Galeão International Airport, Brazil (“GIG”); São Carlos State and International Airport, Brazil (“QSC”); Jorge Chávez International Airport, Peru (“LIM”); Santos Dumont Airport, Brazil (“SDU”); Marechal Cunha Machado International Airport, Brazil (“SLZ”); Mariscal

LATAM Airlines Group S.A.	<p><b>Lessor:</b></p> <p>RRPF Engine Leasing Limited 62 Buckingham Gate London SW1E 6AT United Kingdom Attn: Bobby Janagan Email: bobby.janagan@rolls-royce.com Tel: +447966878224</p> <p>RRPF Engine Leasing Limited 1 Brewer's Green London, SW1H 0RH, UK Attn: Maria Urtseva</p> <p>Rolls-Royce &amp; Partners Finance Limited 62 Buckingham Gate London SW1E 6AT United Kingdom Attn: Bobby Janagan Email: bobby.janagan@rolls-royce.com Tel: +447966878224</p> <p><b>Counsel:</b></p> <p>Barnes &amp; Thornburg LLP 11 S. Meridian Street Indianapolis, Indiana 46204 Attn: Jonathan Sundheimer Email: jsundheimer@btlaw.com Tel: 317-231-7319</p>	Rolls-Royce plc  International Aero Engines AG V2527M-A5  ESN V12286	SCL	November 1, 2021
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Sucre International Airport, Ecuador (“UIO”); Aeroparque Jorge Newbery, Argentina (“AEP”); Ingeniero Aeronáutico Ambrosio L.V. Taravella International Airport, Argentina (“COR”); Ministro Pistarini International Airport, Argentina (“EZE”); Capitán FAP Carlos Martínez de Pinillos International Airport, Peru (“TRU”); El Dorado International Airport, Colombia (“BOG”); São Paulo–Congonhas Airport, Brazil (“CGH”); Brasília International Airport, Brazil (“BSB”); Abu Dhabi International Airport, United Arab Emirates (“AUH”); Mexico City International Airport (“MEX”); Alejandro Velasco Astete International Airport (“CUZ”); Zumbi dos Palmares International Airport (“MCZ”); Salgado Filho Porto Alegre International Airport (“POA”); Santarém-Maestro Wilson Fonseca Airport (“STM”); Augusto Severo International Airport (“NAT”).